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8/24/07 10:05:20
BK 2,778 PG 449
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

APPOINTMENT OF SUBSTITUTE TRUSTEE

WHEREAS, on July 31, 2006, Charles D. Walker, Jr. and Katherine A. Walker executed and delivered to Jeff S. McCaskill as Trustee for Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Lender, First Franklin a Division of Nat. City Bank of IN, and Lender's successors and assigns, a certain Deed of Trust securing a Promissory Note in the principal sum of \$204,000.00 payable to the order of First Franklin a Division of Nat. City Bank of IN; said Deed of Trust is recorded in Book 2,531 at Page 759 of the Office of the Chancery Clerk of De Soto County, Mississippi, to which reference is made for a description of said Note, the terms and covenants of said Deed of Trust, and the land and premises therein conveyed; and

WHEREAS, default was made in the payment of said Note and/or the terms of said Deed of Trust,

NOW, THEREFORE, South Point Inc., the legal owner and holder of said Note, does hereby declare immediately due and payable the total amount of unmatured principal, together with accrued interest thereon, owing on said Note and other indebtedness secured by said Deed of Trust, and for reasons satisfactory to itself does hereby remove the afore-mentioned Trustee, and appoint and constitute **Michael S. McKay** as Substitute Trustee therein, in said Deed of Trust, who shall have all the powers and estate delegated to the original Trustee, and requests said Substitute Trustee to sell the property described in said Deed of Trust in accordance with the terms and provisions therein.

IN WITNESS WHEREOF, South Point Inc. has caused these presents to be executed by its duly-authorized officers, and its corporate seal to be hereunto affixed this 17th day of August, 2007.

South Point Inc.

By: Wilshire Credit Corporation
Attorney-in-Fact

By: [Signature]
Brett Brooks, A.U.P.
Title: _____

By: [Signature]
Tina Brooks, V.P.
Title: _____

STATE OF OregonCOUNTY OF Wash

) ss

ACKNOWLEDGMENT

Personally appeared before me, on this 17th day of August, 2007 before me, the undersigned Notary Public, duly commissioned, qualified and acting, within and for said County and State, within my jurisdiction, appeared in person, the within named Brett Behrens and Trina Brooks to me personally well known, who stated that they were the AVP and VP respectively for Wilshire Credit Corporation, who acknowledged that Wilshire Credit Corporation is Attorney-in-Fact for South Point Inc., and were duly authorized in said fiduciary capacity of said corporation Brett Behrens and Trina Brooks executed the foregoing instrument for and in the name and on behalf of the said corporation as Attorney-in-Fact for South Point Inc., and as its act and deed they executed the above and foregoing instrument after first having been duly authorized by said corporation as Attorney-in-Fact for South Point Inc. so to do.

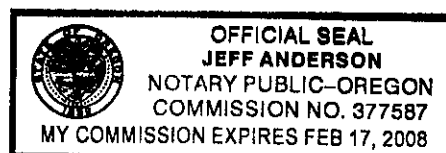
IN TESTIMONY HEREOF, I have hereunto set my hand and official seal this 17th day of August, 2007.

My Commission Expires:

02/17/08

 NOTARY PUBLIC

Charles D. Walker, Jr. and Katherine A. Walker
 DHGW No. 40830H
 THIS DOCUMENT PREPARED BY AND
 AFTER RECORDING PLEASE RETURN TO:
 DYKE, HENRY, GOLDSHOLL & WINZERLING, P.L.C.
 555 Plaza West, 415 North McKinley
 Little Rock, Arkansas 72205
 Telephone No. (501) 661-1000



After recording, return to:
Wilshire Credit Corporation
14523 SW Millikan Way, Suite 200
Beaverton, OR 97005
Attention: Charlene Busselaar

501-661-1000
Dyke, Henry Goldsholl & Winzerling, P.L.C.
555 Plaza West Building
415 North McKinley
Little Rock, Arkansas 72205

7/19/07 9:43:36
BK 121 PG 13
DESO TO COUNTY, MS
W.E. DAVIS, CH CLERK

BK 2,778 PG 451

Limited Power of Attorney

South Point Inc., a company organized under the laws of Delaware, having its principal office located at 4 World Financial Center, 9th Floor, New York, NY 10080, hereby makes, constitutes and appoints **Wilshire Credit Corporation**, having its office located at 14523 SW Millikan Way, Suite 200, Beaverton, OR 97006, its true and lawful attorney-in-fact, with full power and authority to sign, execute, acknowledge, deliver, file or record, and record any instrument on its behalf and to perform such other act or acts as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages") and promissory notes secured thereby (the "Mortgage Notes") in the name of South Point Inc., for which Wilshire Credit Corporation is acting as Servicer.

This appointment shall apply to the following enumerated transactions only:

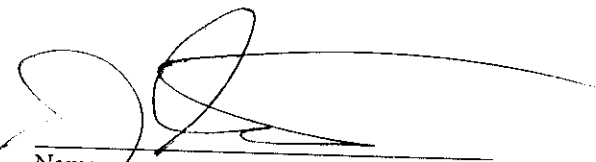
1. The modification of re-recording of a Mortgage, where said modification or re-recording is for the purpose of correcting the Mortgage to conform to the original intent of the parties or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage as insured.
2. The subordination of the lien of a Mortgage.
3. The execution of partial satisfactions/releases, partial reconveyances or the execution of requests to trustees to accomplish same.
4. With respect to a Mortgage, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
 - a. The substitution of trustee(s) serving under a deed of trust;
 - b. Statements of breach of non-performance;
 - c. Notices of default;
 - d. Cancellations/rescissions of notices of default and/or notices of sale;
 - e. The taking of a deed in lieu of foreclosure; and
 - f. Such other documents and actions as may be necessary under the terms of the Mortgage or state law to expeditiously complete said transactions.
5. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to or on real estate owned.
6. The completion of loan assumption agreements.
7. The full satisfaction/release of a Mortgage or full reconveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
8. The assignment of any Mortgage and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby pursuant to the requirements of the Servicing Agreement including, without limitation, by reason of a conversion or adjustable rate mortgage loan from a variable rate to a fixed rate.
9. The full assignment of a Mortgage upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the endorsement of the related Mortgage Note.

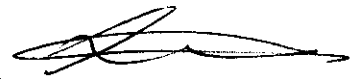
Exhibit A


The undersigned gives Wilshire Credit Corporation full power and authority to execute and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

South Point Inc.


Name: _____
WITNESS

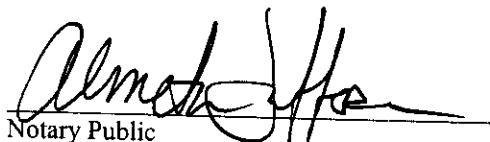

Name: Andrew Beattie
Title: Vice President


Name: _____
WITNESS

State of Oregon
County of Washington

On June 29, 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Andrew Beattie, Vice President for South Point Inc., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed that same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.
(SEAL)


Notary Public

